

EXHIBIT 12

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

CINEMARK HOLDINGS, INC, et al,

Plaintiffs,

v.

FACTORY MUTUAL INSURANCE
COMPANY,

Defendant.

§
§
§
§
§
§
§
§
§
§

Civil Action No. 4:21-cv-11-ALM

Report of David L. Stegall, CPCU, ARM, ARe, RPA

I, David L. Stegall, offer the following report containing a statement of my opinions and the basis and reasons thereof, the data or other information considered in forming the opinions, my qualifications, and the compensation I am to be paid.

I have been retained by Hunton Kurth Andrews to offer my professional opinions as to the usual and customary practices in the insurance industry and, more specifically, to rebut the opinions of Thomas H. Veitch concerning Insurance Policy Structure (July 6, 2021 Report of Thomas H. Veitch, hereinafter, the “July 6 Veitch Report” at pages 3-8) and policy drafting. During my career, I have had extensive experience with insurance underwriting, marketing, and management, all of which required me to explain insurance policy structure, including insurance policy terms and conditions to underwriters, insurance agents, reinsurers, policyholders and attorneys. I also regularly deal with such issues as an insurance consultant and as an expert witness in litigation.

Insurance Industry Experience

My experience includes positions as a retail insurance agent, an insurance agency owner, a wholesale insurance broker, an insurance company underwriter, a managing general agent, a third-party claims administrator, a reinsurance underwriter, and a reinsurance intermediary.

During the course of my career, I have worked for (what is now) one of the three largest insurance broker firms in the country. Presently, I am an insurance and risk management consultant specializing in the customs and practices, including policy construction and product development, within the property and casualty insurance industry. I have performed consulting engagements for organizations ranging in size from individuals to Fortune-ranked multinational enterprises, a variety of public entities, financial institutions and attorneys handling litigation involving insurers, policyholders, reinsurers, insurance brokers and agents.

Since 2007, I have been Principal Consultant of Risk Consulting & Expert Services located at 6 Office Park Circle, Suite 215, Birmingham, Alabama 35223. My career experience includes working as a personal lines and commercial multiline underwriter, a retail agent, a wholesale broker, a managing general agent, a third-party administrator, a reinsurance underwriter, a reinsurance intermediary, an insurance company chief underwriting officer, a self-insured fund manager and a captive insurance company executive. Through Risk Consulting & Expert Services, I practice as an independent, fee-for-service only, risk management, insurance, reinsurance and surety bond consultant to commerce, industry, and governments. I also act as an expert witness in litigation and dispute resolution.

I possess the following professional designations: Chartered Property & Casualty Underwriter (CPCU), Associate in Risk Management (ARM), Associate in Reinsurance (ARe), and Registered Professional Adjuster (RPA). In addition, I hold a Bachelor of Arts Degree from Auburn University and have held an insurance agent's license in all 50 states.

Since 2011, I have been qualified as an expert on insurance, bonds, reinsurance and risk management subjects. I have testified in depositions and at trials in cases filed in state and

federal courts in Alabama, Arkansas, Arizona, California, Connecticut, Colorado, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kentucky, Louisiana, Mississippi, Missouri, New Jersey, New York, Nevada, Pennsylvania, Puerto Rico, South Carolina, Tennessee, Texas, Utah, Virginia, West Virginia and British Columbia, Canada. Five trial courts and four arbitration panels have accepted my expert testimony about the usual and customary practices and the standard of care common within the insurance industry.

I am not an attorney and nothing in this report should be construed as a legal opinion in any way. If any of the terminology or concepts used in this report has any overlap or congruence with legal terms, please be aware that the terms or concepts are not being used as legal terms or concepts; rather, they are used as terms of art or concepts within the insurance industry as they are commonly used and understood in the industry.

My curriculum vitae (attached as Exhibit A) includes prior cases in which I have testified at trial or in depositions. Publications I have authored since 2011 are also identified in Exhibit A. The materials I reviewed for purposes of preparing this report are listed in Exhibit B. My compensation for this assignment is \$600 per hour. My payment is not dependent on the outcome of this matter or any other matter.

Overview

Cinemark Holdings, Inc. (“Cinemark”) is the third largest theater chain in the United States with approximately 320 theaters and 4,500 screens in 42 states, as well as approximately 200 theaters in 15 countries outside of the U.S. Cinemark is headquartered in Plano, Texas.

Factory Mutual Insurance Company (“FM”) is an American insurance company based in Johnston, Rhode Island with offices worldwide. FM serves the specialty property insurance market for highly protected risks. A highly protected property risk has a much lower probability of insurance losses as compared to other, less protected properties by virtue of a combination of low hazard occupancy, property type, superior construction, special fire protection, risk control procedures and management commitment to loss prevention. FM sees itself as the market-leader among highly protected risk commercial property insurers.

This dispute arises from the Covid-19 pandemic.

To protect its property and business income, Cinemark purchased “All Risk” insurance policies from FM. Each Policy expressly includes multiple coverages that potentially apply to communicable disease-related losses. Cinemark paid almost \$5 million in annual premiums to FM.

In early 2020, the COVID-19 pandemic upended normal life in the United States. COVID-19 is a deadly communicable disease that spreads in several ways, changing the content of air and the character of surfaces. Over 1,700 Cinemark employees tested positive for, were exposed to, or displayed symptoms of COVID-19. Most of these employees were on Cinemark property just before testing positive. As a direct result of the damage caused by COVID-19 to its property, Cinemark was forced to close theaters, incurring business income loss.

Cinemark relied on its insurance coverage and submitted a claim to FM on April 20, 2020. The Policy insures ‘against ALL RISK OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as described in this Policy.’ The Policy also ‘insures TIME ELEMENT loss...directly resulting from physical loss or damage of the type insured.’ The Policy also lists ‘Additional Coverages.’ These include the ‘Communicable Disease Response’

and the ‘Interruption by Communicable Disease’ coverages. Within these Additional Coverages, the policy expressly contemplates that Communicable Disease – a term defined by FM – can cause loss or damage to property. FM’s expression of this reality is evidenced by the insurer’s express exclusion of coverage for Communicable Disease-caused loss, when that ‘loss or damage [is] caused by or result[s] from terrorism.’ FM includes this express acknowledgment that Communicable Disease may cause in at least two different parts of its Policy. The policy wording, including its express statements about the potential for Communicable Disease to cause loss or damage, is the product of years of research and wording revisions by FM.

After Cinemark submitted its claim, months passed with no substantive response from FM. By the time Cinemark sued in November 2021, FM had not issued a coverage position. FM argues that Cinemark has not alleged physical loss or damage, and that the Policy’s Contamination Exclusion bars the claims. Cinemark argues the Policy covers loss and damage caused by communicable disease and that FM applies its Contamination Exclusion in an unreasonable manner that conflicts with the Policy’s express definition of Communicable Disease, the Policy’s express coverages for Communicable Disease and all other coverages that may apply to loss or damage caused by communicable disease as defined in the Policy.

Insurance Policy Structure

Insurance policies are agreements memorialized in writing between two parties.

Insurance policies typically contain the following parts¹:

Declarations - The declarations page is the first part of an insurance policy. The declarations provide specific information about the insured, the coverage, and the insurer. It includes items such as the name and address of the Named Insured, other insureds, any applicable mortgagee or lienholder, the policy period, policy limits, deductible(s), and premium. Policy forms and endorsements attached to the policy are usually listed in the declarations.

Insuring agreement - The insuring agreement serves as the heart of an insurance policy by granting the coverage provided by the policy. Typically very broad in scope under an all-risk policy, this agreement sets forth the insurer’s basic promises under the policy.

Definitions - Key words and phrases in insurance policies are often assigned definitions as they are used in the policy. Undefined terms are assigned their ordinary meaning, such as those found

¹ Fundamentals of Construction Risk Management and Insurance by International Risk Management Institute, Inc.

in a standard dictionary. When defined, unless otherwise limited in the Policy, a term carries its supplied definition through all parts of the policy.

Covered perils - Most property policies cover certain perils in one of two ways. A named peril policy covers only perils that are listed in the policy. An “all-risk” or comprehensive property policy, on the other hand, covers all causes of loss except those that are specifically excluded. These policies then rely on exclusions to avoid covering losses from certain perils.

Exclusions - Exclusions limit the coverage granted in the insuring agreement. Insurance policies typically contain broad insuring agreements, with the scope of coverage subsequently narrowed via the exclusions section. Exclusions can apply to specified perils, certain types of property, specific types of losses, and certain locations.

Conditions - The conditions section enumerates both the insured’s and the insurer’s rights and responsibilities under the policy.

Endorsements - Endorsements are often added to policies. The most common endorsements address certain goals of: granting additional coverage; restricting or eliminating coverage provided in the basic policy; changing coverage by amending or adding definitions; and modifying the rights of the insurer or insured by changing or adding conditions.

To properly assess coverage under an insurance policy, all policy components must be reviewed in detail.

Insurance Companies Regulated by Individual States within the United States

Insurance Companies in the U.S. are regulated primarily by the state in which they are domiciled. Insurance companies may operate in other states on a reciprocal basis as an “admitted” insurer (a specific state “admits” the insurance company to operate in the particular state). “Admitted” insurers are also subject to regulations in the states where they are admitted. Among other things, standard regulations require the insurance company to file with regulators the premium rates and methods of those calculations, along with the policy forms they plan to use in the writing of insurance policies in each particular state. Most states require that these rates and forms be approved before an insurer may use them to conduct business in the state. FM, being an admitted carrier in most (if not all) 50 states, must meet the rate and form filing requirements of the states in which it operates.

The National Association of Insurance Commissioners (NAIC) has succinctly stated the purpose of insurance regulation is to protect policyholders:

The fundamental reason for government regulation of insurance is to protect American consumers. State systems are accessible and accountable to the public and sensitive to local social and economic conditions. State regulation has proven that it effectively protects consumers and ensures that promises made by insurers are kept. Insurance regulation is structured around several key functions, including company licensing, producer licensing, product regulation, market conduct, financial regulation and consumer services.²

Insurance regulators monitor insurers through, among other things, regulatory submissions. The purpose for these submissions and accompanying form filing is to give an insurance company the opportunity to explain the reasoning for the policy change so that the regulators may understand the purpose of the change being requested. In the instant matter, these Explanatory Filing Memoranda allow any interested party to understand FM's intent in making policy changes. These memoranda were filed before the dispute at issue in the litigation.

FM Policy Changes Affecting Coverage Issues

In response to clients' needs for insurance solutions for new and evolving risks, FM added coverage for communicable disease to its standard policy form. Prior to 2016, this coverage was only available to FM's healthcare policyholders.

In 2016, FM made policy and endorsement filing change requests to regulators for one insurance policy and 31 endorsements. There are two endorsements of interest in the instant matter addressed in the *Explanatory Filing Memorandum – Filing FMIC 2016-1*. The first is FMG7446: *Communicable Disease Response Endorsement*, which FM explained like this:

This endorsement was previously approved in filing FMIC-2011-13 as Communicable Disease Cleanup, Removal and Disposal Endorsement. The replaced Endorsement was previously available to insureds with healthcare occupancies only. Grammatical and editorial changes have been made to remove the healthcare facility terms because this coverage is now offered as optional to

² https://www.naic.org/documents/consumer_state_reg_brief.pdf.

*all clients. The coverage also now allows for an officer of the Insured to trigger the coverage. **This is an expansion in coverage.*** (Bold added)

The second endorsement is FMG7450: *Interruption of Communicable Disease*, which FM described like this:

*This endorsement was previously approved in filing FMIC-2011-13 as Interruption by Communicable Disease Expense Endorsement. The replaced Endorsement was previously available to insureds with healthcare occupancies only. This coverage has been reformatted to remove the healthcare facility terms and is now offered to all clients. The coverage also now allows for an officer of the Insured to trigger the coverage. **This is an expansion in coverage.*** (Bold added)

As FM admits in this litigation, these two coverage “expansions” are not triggered by physical loss or damage to the property insured. This is a change from the Communicable Disease coverages that FM previously offered to healthcare clients. Those endorsements explained that “*the presence of and spread of communicable disease will be considered direct physical damage and the expenses listed above will be considered expenses to repair such damage.*” In other words, FM understood that in some cases, as Cinemark has presented here, the presence of a Communicable Disease and its causative viral agent can cause loss or damage to property and that the repair and remediation efforts should be considered repair costs. FM represented to regulators that its decision to remove this phrase in 2016 was a “grammatical and editorial change[]” to expand coverage. Thus, FM never changed its position that “*the presence of and spread of communicable disease will be considered direct physical damage and the expenses listed above will be considered expenses to repair such damage.*” Indeed, even the 2016 Communicable Disease endorsements specifically states that Communicable Disease can cause loss or damage to property, and when such loss or damage occurs at the hand of a terrorist, the resulting loss or damage would be subject to exclusion. Of course, no terrorist activity is alleged by FM or Cinemark in this case, but the point is that FM has acknowledged since at least 2011, when it first issued the endorsements, that Communicable Disease can cause loss or damage to property.

Policy Wording

The following are excerpts from FM's policy wording:

OTHER ADDITIONAL COVERAGE

G. Communicable Disease Response (Page 26 to 27 of the Policy)

If a **location** owned, leased or rented by the Insured has the actual not suspected presence of communicable disease and access to such **location** is limited or prohibited by:

1. an order of an authorized governmental agency regulating the actual not suspected presence of **communicable disease**; or
2. a decision of an Officer of the Insured as a result of the actual not suspected presence of **communicable disease**,

this Policy covers the reasonable and necessary costs incurred by the Insured at such **location** with the actual not suspected presence of **communicable disease** for the:

- 1) cleanup, removal and disposal of the actual not suspected presence of **communicable diseases** from insured property; and
- 2) actual costs of fees payable to public relations services or actual costs of using the Insured's employees for reputational management resulting from the actual not suspected presence of communicable diseases on the insured property.

This Additional Coverage will apply when access to such **location** is limited, restricted or prohibited in excess of 48 hours.

This Additional Coverage does not cover any costs incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the actual not suspected presence of **communicable disease**.

COMMUNICABLE DISEASE RESPONSE Exclusions: As respects COMMUNICABLE DISEASE RESPONSE, the following additional exclusion applies:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

- 1) **terrorism**

E. Interruption by Communicable Disease (Page 61 of the Policy)

If a **location** owned, leased or rented by the Insured has the actual not suspected presence of **communicable disease** and access to such **location** is limited, restricted or prohibited by:

- 1) an order of an authorized governmental agency regulating the actual not suspected presence of **communicable disease**; or
- 2) a decision of an Officer of the Insured as a result of the actual not suspected presence of **communicable disease**,

this Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the PERIOD OF LIABILITY at such **location** with the actual not suspected presence of **communicable disease**.

This Extension will apply when access to such **location** is limited, restricted, or prohibited in excess of 48 hours.

INTERRUPTION BY COMMUNICABLE DISEASE Exclusions: As respects INTERRUPTION BY COMMUNICABLE DISEASE, the following additional exclusions apply:

This Policy does not insure loss resulting from:

- 1) the enforcement of any law or ordinance with which the Insured was legally obligated to comply prior to the time of the actual spread of **communicable disease**.
- 2) loss or damage caused by or resulting from **terrorism**, regardless of any other cause or event, whether or not insured under this Policy, contributing or in any sequence of loss.

The PERIOD OF LIABILITY for this TIME ELEMENT COVERAGE EXTENSION will be:

The period of time:

- 1) starting at the time of the order of the authorized governmental or the Officer of the Insured; but
- 2) not to exceed the time shown in the LIMITS OF LIABILITY applying to any coverage in the TIME ELEMENT section.

This period of time is part of and not in addition to any PERIOD OF LIABILITY applying to any coverage provided in the TIME ELEMENT section.

Opinions

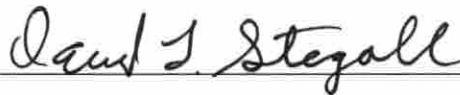
- The FM policies sold to Cinemark are constructed in a manner consistent with commercial property and business income insurance policies. That the base policy may be 81 pages is not unusual nor is it material to the issues in this case.
- I agree with Mr. Veitch's opinion stated on page 2 of the July 6 Veitch Report, that FM is the market leader. In fact, one reason FM is viewed as market leader is because FM has historically sold the broadest coverage to the largest and best-rated policyholders. This opinion is consistent with the broad coverage that FM sold to Cinemark, affording coverage for loss and damage caused by communicable disease and loss resulting from communicable disease even when its presence does not cause loss or damage.
- I disagree with Mr. Veitch's opinions (July 6 Veitch Report at pages 4, 7) that the Conditions provisions in the policies set forth all of the parties' respective duties. In fact, FM is subject to both the policies' and industry custom and practice with respect to the manner in which it investigates claims, documents physical loss and damage and resulting business interruption loss, and makes payment of that loss. FM also is subject to various state statutes and regulations governing the prompt and fair handling and payment of insurance losses. A good example of obligations imposed on FM that are not set forth in the 81-page policy is the duty of good faith and fair dealing and state claims practices acts.
- I disagree with Mr. Veitch's opinion (July 6 Veitch Report at page 5) that the meaning of "physical loss or damage," as that phrase is used by FM, is subject only to interpretation in accordance with "evolving case law." In addition to looking to case law that interpreted the phrase at the time FM drafted the policy wording and at the time FM sold the policy wording to Cinemark, it also is important to look to the policy itself for any supplied context. In the case of the FM policy sold to Cinemark, the policy specifically states that Communicable Disease can cause loss or damage to property, and when such loss or damage occurs at the hand of a terrorist, the resulting loss or damage would be subject to exclusion. As noted above, no terrorist activity is alleged by FM or Cinemark in this case, but the point is that FM acknowledges that Communicable Disease can cause loss or damage to property.
- I also disagree with Mr. Veitch's proffered meaning of the phrase "physical loss or damage" as that phrase is commonly understood in the context of other first party insurance policies (July 6 Veitch Report at page 6). Mr. Veitch fails to acknowledge that the phrase "loss or damage" uses two separate terms separated by the disjunctive, "or." Mr. Veitch fails to acknowledge the settled insurance industry custom and practice that different words carry different meanings and that, when used together in the same insurance policy, different words do not carry the same meaning. Likewise, Mr. Veitch fails to attach any meaning to the disjunctive, "or," which necessarily means that either "loss" or "damage" can trigger coverage under the FM policy wording; both are not required.

- I disagree with Mr. Veitch’s opinion (July 6 Veitch Report at page 5) that the Texas Amendatory Endorsement carries any significant meaning in this case. It is customary in the insurance industry for insurers to relax proof of loss requirements, particularly when there is a question over coverage or a loss is continuing and cannot yet be quantified. Further, proofs of loss primarily pertain to the property damage component of a claim and serve to discourage claiming damage to property that the policyholder does not own or which did not sustain loss or damage. Business income losses are more often adjusted through the use of accounting experts employed by the insurer and, when necessary, the insured. Business income losses nearly always are subject to relaxed proof of loss requirements and, in fact, such losses are often paid in installments until the loss period ends without the need for proofs of loss, or with the proof of loss being used as a sort of “receipt” acknowledging payment by the insurer. Further, it is customary in the insurance industry for insurers, like FM, to have no set form or format for the submission of a proof of loss. Likewise, it is customary in the insurance industry for insurers, like FM, to routinely pay insured losses without first accepting a signed, sworn proof of loss.
- I disagree with Mr. Veitch’s opinion (July 6 Veitch Report at page 5) that the FM “policy structure [] manifests that insurance policies are provided in a straightforward and purposeful fashion.” In fact, the FM policies are anything but straightforward. For instance, Mr. Veitch says nothing as to the inherent conflict in the FM policies’ Communicable Disease provisions, which expressly afford coverage for the “cleanup, removal and disposal” of Communicable Disease and resulting business income loss, yet also purport to exclude coverage for “virus” and any “disease causing or illness causing agent,” even though when dealing with a Communicable Disease, the only thing that can be cleaned up, removed or disposed of is the causative viral agent – that is, the virus. Mr. Veitch fails to acknowledge that when faced with such facially conflicting policy provisions, absent declaring the conflicting provisions ambiguous (something that Mr. Veitch apparently suggests at page 8 of the July 6 Veitch Report, given his view of the breadth of the contamination exclusion), the terms should be harmonized in a way that attaches meaning to each such that the terms can be read to work together. Here, that means attaching meaning to “virus,” as used in the policy’s definition of “contaminant” in a manner that allows the terms to function through all parts and provisions of the Policies. This can be achieved by reading the undefined term “virus,” as used in the Contamination, to mean any virus other than one that causes a Communicable Disease as that term is expressly defined in the policy.
- Based on statements made by FM long before the onset of COVID-19, both to its corporate policyholders, the general public and state regulators, FM understood and intended to cover loss or damage caused by communicable disease and its causative viral agent.
- Once confronted by policyholders about what FM perceived to be a lack of clarity in its policy wording about coverage for communicable diseases, FM clarified and enhanced its insurance products by (1) adding explicit communicable disease coverages that applied even in the absence of physical loss or damage to property; (2) revealing its historical understanding based on its own research and experts that the presence of communicable disease and its causative viral agent can cause loss or damage to property; and (3) that for

purposes of its own unique policy wording, FM viewed the presence of communicable disease and its causative viral agent as "damage" to property, and the removal of that disease and virus to be "repair" of the damage.

I hold all the above opinions to a reasonable degree of professional certainty and probability based upon the records and information that was provided to me for review and based upon my education, training, and professional experience within the insurance industry. My opinions in this report are based on the information I have considered to date. I reserve the right to amend and supplement this report and any of my opinions in it consistent with all applicable procedural rules. I reserve the right to consider any information generated through any discovery and amend and/or supplement this report.

DATE: August 31, 2021

A handwritten signature in cursive script, reading "David L. Stegall", is written over a horizontal line.

David L. Stegall, CPCU, ARM, ARe, RPA

EXHIBIT A

**Curriculum Vitae
of
David L. Stegall, CPCU, ARM, ARe, RPA**

David L. Stegall, CPCU, ARM, ARe, RPA
Curriculum Vitae
June 30, 2021

855.255.5353 • www.rces.us • david.stegall@rces.us

6 Office Park Circle, Suite 215 • Mountain Brook, AL 35223

David Stegall has been the Principal Consultant and Founder of Risk Consulting & Expert Services (RCES) since January 1, 2007 with over 42 years of insurance, reinsurance, bond and risk management industry experience. As a Chartered Property & Casualty Underwriter, an Associate in Risk Management, an Associate in Reinsurance and a Registered Professional Adjuster he has experience as an underwriter, an agent, a broker, a surety bond producer, a reinsurer, a managing general agent, a third-party administrator, a captive manager, a self-insured fund executive, a risk management consultant, an expert witness and has been retained as an arbitrator in two Arbitrations.

Mr. Stegall was President of the Society of Risk Management Consultants in 2017 and continues to serve on the Board of Directors. He is also a member of the Board of Directors of the Alabama Captive Insurance Association, a member of the Society of Chartered Property & Casualty Underwriters, the American Association of Insurance Management Consultants, the Society of Registered Professional Adjusters, ARIAS-US, Defense Research Institute, and an Associate Member of the American Bar Association – Tort, Trial and Insurance Section.

RCES provides research, analysis and advice to commerce, industry, government and individuals. The forensic expert witness consulting practice includes designation as an expert witness in 160 case assignments, 75 State cases, 82 Federal cases and three Arbitrations. These cases have been located in Alabama, Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kentucky, Louisiana, Maryland, Mississippi, Missouri, Montana, New Jersey, New York, Nevada, North Carolina, Oklahoma, Pennsylvania, Puerto Rico, South Carolina, Tennessee, Texas, Utah, Virginia, West Virginia, Vermont, Wisconsin and British Columbia, Canada. Mr. Stegall has provided 142 expert opinions, been deposed 64 times and testified in five trials and three arbitration hearings. His case assignments are divided between 87 for the Defense and 75 for the Plaintiffs.

Education:

- Auburn University – Auburn, Alabama, B.A. in Communications 1979
- Coles Graduate School of Business – Kennesaw State University, 1991-1993

Certifications:

- *Chartered Property & Casualty Underwriter (CPCU)* awarded by the American Institute For Property Casualty Underwriters in 1988
- *Associate in Risk Management (ARM)* awarded by the American Institute For Property Casualty Underwriters in 1991
- *Associate in Reinsurance (ARe)* awarded by the American Institute For Property Casualty Underwriters in 1999
- *Registered Professional Adjuster (RPA)* awarded by the Society of Registered Professional Adjusters in 2010
- *RAA Re Basics* awarded by the Reinsurance Association of America in 2003
- *RAA Re Contracts* awarded by the Reinsurance Association of America in 2004
- *Principles of Suretyship* awarded by the American Institute For Property Casualty Underwriters in 2015
- *Cyber Risk Management* awarded by the American Institute For Property Casualty Underwriters in 2016

Professional Affiliations:

- Society of Risk Management Consultants, Past President
- American Association of Insurance Management Consultants
- Alabama Captive Association, Board of Directors
- Society of Chartered Property & Casualty Underwriters
- Registered Professional Adjuster's Association
- American Bar Association, Associate Member - Tort Trial and Insurance Practice Section
- Defense Research Institute, Expert Witness
- ARIAS-US
- A.M. Best Expert Service Provider

Professional Experience:

Principal Consultant

2007 to Present

Risk Consulting & Expert Services

Insurance and risk management consulting to commerce, industry and government; Consulting to the insurance, self-insurance and reinsurance industry; Expert witness and litigation support.

Professional Experience (Continued):

National Director Alternative Risk Transfer **2003 to 2006**

CRC Insurance Services, Inc. (Subsidiary of BB&T)

Provided alternative risk management services and risk-transfer products nationwide to entities willing and able to bear risk.

Gulf States Regional Assistant Vice President **2001 to 2003**

Midwest Employers Casualty Insurance Company (Subsidiary of W.R. Berkley Corporation)

Excess underwriting services for risk-bearing entities.

Executive Vice President **2000 to 2001**

Workers' Comp Source

Managing General Underwriting to third-party administrators and brokers.

Vice President and Chief Underwriting Officer **1998 to 2000**

AmComp, Inc. (Now Employers Inc.)

AmComp was one of the largest carriers in Florida and operated in 21 states.

National Accounts Manager **1994 to 1997**

Willis, Inc., Gulf States Region (Now Willis Towers Watson)

Coordinated risk management to national account clients.

Manager **1992 to 1994**

ManagedComp, Inc. (Subsidiary of Tufts Associated Health Plans)

Managed a Georgia captive insurance company with an occupational medicine preferred provider organization (PPO).

Vice President **1989 to 1992**

Boger, Reid & Flournoy (Now Brown & Brown)

Managing, marketing, selling & servicing insurance programs.

President **1986 to 1989**

The Stegall Agency Inc. (Acquired by Boger, Reid & Flournoy in 1989)

Insurance agency providing insurance, bonds and risk management marketing, sales & service.

Account Executive – Construction Industry Division **1983 to 1986**

Corroon & Black (Now Willis Towers Watson)

Insurance, bonds and risk management marketing, sales & service.

Professional Experience (Continued)

Account Executive

1982 to 1983

Garner Meshad Wood, Inc (Now Marsh McLennan)

Surety Bond Producer

Underwriting and Account Executive

1977 to 1982

Cobbs, Allen & Hall

Insurance underwriting, marketing, sales & service.

Professional Development Course Study:

Chartered Property & Casualty Underwriter:

- Foundations of Risk Management, Insurance, and Professionalism
- Insurance Operations, Regulation, and Statutory Accounting
- The Legal Environment of Insurance
- Business and Financial Analysis
- Commercial Property & Liability Risk Management and Insurance
- Survey of Personal Risk Management, Insurance, and Financial Planning
- Financial Services Institutions

Associate in Risk Management:

- Risk Assessment - Establishing Risk Management Programs; The Risk Management Process; Legal Foundations of Liability Loss Exposures; Assessing Property, Liability, Personnel, and Net Income Loss Exposures; Management Liability and Corporate Governance; Forecasting Losses; and Cash Flow Analysis.
- Risk Control - Controlling Property, Personnel, Liability, and Net Income Loss Exposures; Intellectual Property Loss Exposures; Criminal Loss Exposures; Disaster Recovery for Property Loss Exposures; Understanding Claim Administration; Fleet Operations Loss Exposures; Aviation; Environmental Loss Exposures; Understanding System Safety; Motivating and Monitoring Risk Control Activities.
- Risk Financing - Understanding Risk Financing; Insurance as a Risk Financing Technique; Insurance Plan Design; Reinsurance and Self- Insurance; Retrospective Rating Plans; Captive Insurance Plans; Finite and Integrated Risk Insurance Plans; Capital Market Risk Financing Plans; Forecasting Accidental Losses; Self-Insurance Plans; and Purchasing Insurance and Other Risk Financing Services and Risk Financing Needs.

Professional Development Course Study (Continued):

Associate in Reinsurance:

- Primary Insurance Coverage: Overview of Personal Insurance, Personal Auto, Homeowner's Insurance, Miscellaneous Personal Insurance Coverage, Commercial Property Insurance, Business Income Insurance, Inland and Ocean Marine, Aviation, Commercial General Liability, Commercial Auto, and Worker's Compensation and Employer's Liability Insurance.
- Reinsurance Principles and Practices: Introduction to Reinsurance, Types of Reinsurance and Reinsurance Program Design, The Reinsurance Placement Process, Common Reinsurance Treaty Clauses, Quota Share Treaties, Surplus Share Treaties, Property Per Risk Excess of Loss Treaties, Casualty Excess of Loss Treaties, Catastrophe Reinsurance, Aggregate Excess of Loss Treaties, Reinsurance Audits, Reinsurance Regulation, Reinsurance Aspects of the NAIC Annual Statement, and Reserves.

Registered Professional Adjuster:

- Claims Adjusting Principles and Practices Study: Insurance Carrier Claims Management and Third-Party Claims Administration, First & Third-Party Claims: Property, General Liability, Automobile Liability & Physical Damage, Workers' Compensation, Management Liability, Professional Liability, Errors & Omissions Liability, Fiduciary Liability, Surety & Fidelity Bond Claims, Aviation, Admiralty Law, Marine Employer's Liability, Protection & Indemnity Claims. The Concept of Indemnity; Wrongful Acts; Fair Claims Settlement Practices and Unfair Claims Settlement Practices.

Reinsurance Association of America:

- Re Basics - Demystifying Reinsurance: How reinsurance and insurance differ; The types and approaches to reinsurance coverage; Risk transfer and risk transfer requirements; The impact of a reinsurance transaction on insurance company financials; The types and features of different reinsurance contracts; How to structure a reinsurance program; The components of key Annual Statement schedules; How reinsurance is regulated; Contract clauses required for reinsurance credit; The role of alternative markets in reinsurance.
- Re Contracts – The Art of Designing Reinsurance Contracts: the influence of the market on contract terms and the impact of specific contract clauses on finance, claims and underwriting operations. property/casualty reinsurance contracts from the perspective of the ceding company, the reinsurer and the intermediary; accounting implications of different contract clauses; Structure the contract to avoid gaps in coverage; contract satisfies risk transfer requirements.

Professional Development Course Study (Continued):

Cyber Risk Management:

- Managing Cyber Risk, Cyber Risk Fundamentals, Enterprise Risk Management & Cyber Risk, First-Party Cyber Risk Loss Exposures, Cyber Risk Property Loss Exposures, Business Income Loss Exposures, Customer Notification & Credit Monitoring following a Data Breach, Postbreach Investigation & Regulatory Action, Reputational Risk, Indirect Cyber Risks, Third-Party Cyber Liability Loss Exposures, Customer Data Liability, Network Security & Content Liability, Directors & Officers Cyber Liability Loss Exposures, Errors & Omissions Cyber Liability Loss Exposures, Risk Financing in Cyber Risk Management, Risk Retention & Risk Transfer, Cyber Insurance Products, Cyber Legal Liability, Business Continuity & Cyber Risk, Disaster Recovery Planning, Crisis Communication, Data Breach Preparedness, U.S. Federal & State Cyber Security Legislation & Regulation, Global Cyber Security, Personal Cyber Risk Awareness & Management, Cyber Risk Underwriting, Cyber Risk Issues for Agents & Brokers, Cyber Risk Claims Handling, Stakeholders in Cyber Risk.

Principles of Suretyship:

- The Role of Suretyship, History of Suretyship, Suretyship, Insurance, and Banking, Nature of Surety Relationship, Surety Underwriting, Surety Legal Remedies, Surety Reinsurance and Co-Suretyship, Contract Surety Bonds, Surety Bond Production, Surety Credit Lines, Bond Underwriting: Commercial Surety and Fidelity, Underwriting Roles and Considerations, Credit Investigations, Credit Laws, Credit Reports, Bond Ratemaking, Suretyship and Insurance, Surety Association of America, Fidelity and Surety Claims Process, Contract Bond Claims, Claim Objectives, Fidelity and Surety Loss Adjusting, Surety Relationships, Professional Ethics, and Ethical Decision Making.

Expert Publications and Public Interviews:

- Property & Casualty Insurance Procurement & Litigation (Ten Recurring Themes Every Lawyer Should Know) published in ten parts by HGExperts.com in October 2012. It has since been published within the Blog Sections of 86 Pillars, LLC, Expert Witness Blog published by JurisPro Expert Witness Directory) and Risk Consulting & Expert Services Expert Thought Blog.
- Workers' Compensation Underwriting Philosophy as Partnership Formation published in six parts on Risk Consulting & Expert Services Expert Thought Blog in April 2013 and has since also been published by Expert Witness Blog published by JurisPro Expert Witness Directory).

Expert Publications and Public Interviews (Continued):

- The Insurance Industry's Imperative Necessity published in April of 2013 on Risk Consulting & Expert Services Expert Thought Blog.
- Captive Insurance Use by Life Insurance Companies published in June of 2013 on Risk Consulting & Expert Services Expert Thought Blog.
- Cyber Risk & Insurance (co-authored with Joy M. Gänder) published by the Court Journal of Science & Technology in June 2015.
- Commercial Property & Casualty Insurance – The Basics (PART 1) – Property Insurance published April 11, 2018 by Insurance Expert Witness Blog (www.insuranceexpertwitness.net)
- Commercial Property & Casualty Insurance – The Basics (PART 2) – Liability Insurance published May 4, 2018 by Insurance Expert Witness Blog (www.insuranceexpertwitness.net)
- Colorado Wildfires and Homeowners Insurance – A live interview on The Mandy Connell Show, KOA 850 News Radio, Denver, Colorado on June 12, 2018 and Podcast of show at koanewsradio.com. Published recording and transcript June 27, 2018 on Insurance Expert Witness Blog (www.insuranceexpertwitness.net)
- Bad Faith: *Hard To Define But You Know It If You See It* – Presentation to the Mississippi Defense Lawyers Association and Mississippi Claims Association Annual Joint Seminar. November 1, 2018 in Flowood, MS (Mississippi Defense Lawyers Association and Mississippi Claims Association Annual Joint Seminar Manual and on Insurance Expert Witness Blog (www.insuranceexpertwitness.net)
- California Wildfires and Homeowners Insurance - A live interview on The Gil Gross Show, KGO 810 News Radio, Oakland, California on October 28, 2019
- A.M. Best Webinar November 19, 2020 – The Entrepreneurial Agent/Broker Wrap-Up Session: Opportunities and Risks. A panel of insurance brokerage, financial, risk and distribution experts review lessons of “The Entrepreneurial Agent/Broker” series and answer questions on growth opportunities, sector trends and assessing evolving risk. <http://www.ambest.com/review/special/agent-broker.html>

Consulting Projects:

- Evaluation & Analysis of a specific insurance and risk management services provider involved with various alternative risk management and financing methods and techniques for an Investment Banking Firm – San Francisco, CA
- Evaluation & Analysis of a specific insurance and risk management services provider involved with fronting insurance policies for regulatory compliance purposes for a Hedge Fund – Stamford, CT
- Surety bond underwriting criteria Study for an Investment Firm – New York City, NY
- Insurance Marketing Distribution Systems Study for a Private Equity Fund - Boise, ID
- Market & Industry Evaluation of the Third-Party Claims Administrators and Managing General Agents for Management Consulting Firm – Boston, MA
- Wholesale Insurance Industry Study for Management Consulting Firm – Boston, MA
- Evaluation and Analysis of Financial Data Industry firms serving the Property & Casualty Insurance Industry for Private Equity firm – Austin, TX
- Evaluation and Analysis of trends within the Aggregate/Stop-Loss segment of the Insurance and Reinsurance Industries for Management Firm – New York City, NY
- Analysis of Legal Insurance for Management Firm – New York City, NY
- Third-Party Claims Administration Industry Study – Boston, MA
- Insurance Carrier Positioning & Trend Analysis Private Equity Firm – Boston, MA
- Risk Data & Analytics Products, Services for a Private Equity Firm – London, UK
- Agents in Insurance Marketing Distribution for Consulting Firm – Chicago, IL
- Insurance Market and Broker Evaluation Private Equity Firm – New York, NY
- Study on Risk Management Services Company to Private Equity Firm – Chicago, IL
- Insurance Industry Underwriting Cycles for Management Company – New York, NY
- Evaluation of Insurance Services Provider for Investment Manager – New York, NY
- Evaluation of Insurance Data Services for Investment Manager – Los Angeles, CA
- Special Flood Hazard Areas Study for Private Equity Firm – New York, NY
- Evaluation of Bermuda Reinsurance Market for Private Equity Firm – Boston, MA
- Managing General Agents Study for Investment Management Group – Dallas, TX
- Study on Wholesale Insurance Provider for Private Equity Firm – Los Angeles, CA
- Insurance Industry Risk Trends Study for Management Consulting Firm – Chicago, IL
- Risk Data Analytic Providers Study for Investment Management Firm – London, UK
- Insurance Agent Commissions Study for Management Consulting Firm – Boston, MA
- Insurance Fraud Trends Study Management Consulting Firm – Philadelphia, PA
- International Claims Adjusting Study for Investment Management Firm – Verona, Italy
- Captive Insurance Industry Study to Hedge Fund – San Francisco, CA
- Personal Automobile Insurance Study for Management Consulting Firm – Chicago, IL
- Insurance Services Purveyor Evaluation Private Equity Firm – Palo Alto, CA
- Insurance Distribution Systems Study to Management Consultants – Boston, MA
- Industry Product Development Study for Management Consultants – Mumbai, India
- Analysis of Force Placed Insurance Market to Hedge Fund – San Francisco, CA
- Wholesale Insurance Industry Study for Management Consultants – Boston, MA
- Workers' compensation services Study to Asset Management Firm – Palo Alto, CA
- Market Trends for National Brokerage Firms to Mutual Fund Manager – Dover, DE
- Property Valuation Information Study to Investment Firm – Englewood Hills, NJ

Consulting Projects (Continued):

- International Claims Quality Study for Investment Banking Firm –Greenwich, CT
- Industry Review & Analysis to Private Equity Firm – San Francisco, CA
- Insurance & Reinsurance Market Analysis to Hedge Fund – New York, NY
- Insurance Brokerage Commissions Study to Technologies Company – New York, NY
- Risk Management Study for Investment Management Company – Chicago, IL
- Wholesale Insurance Industry Overview Security Analysts – New York, NY
- Broker Evaluation, Analysis & Advice to Mutual Fund Managers – Wilmington, DE
- Insurance Carrier Financial Analytics to Wealth Management Firm in New York, NY
- Acquisitions Advice to Mutual Fund Managers –Mumbai, India
- Risk Management Consulting to Municipal Government –Thibodaux, LA
- Industry Evaluation & Investment Advice to Hedge Fund –New York, NY
- Insurance Market Evaluation, Analysis to Private Equity Firm – Palo Alto, CA
- Excess & Surplus Insurance Study to Management Consultants – Pittsburg, PA
- Risk Management Products Study to Asset Management Firm – Boston, MA

Professional Continuing Education:

ARIAS-US 2020 Spring Conference – Virtual – May 7, 2020

- Emerging Trends and Potential Disputes in Life Reinsurance
- COVID-19: The Reinsurance Response

Alabama Captive Insurance Association 2020 Conference – Birmingham, AL - September 16-18, 2020

- Why Alabama! (for Captive Insurance Companies)
Health Care in Captives
- You adjusted WHAT?? (Alabama Property and Casualty Adjusters Association)
- IRS Amicus Brief & IRS Summons
- Alternative Risk Transfer 101 – Presenter, David Stegall
- Economic & Investment Update
- Intro to Insurance Investments
- COVID Impact on Claims
- The Rise of Risk Retention Groups in Today's Environment
- Cyber Security
- Ethics in Insurance

ARIAS-US 2020 Fall Conference – Virtual – November 5-6, 2020

- Impact of the Pandemic & the Insurance Industry
- Managing the Consolidation of Arbitrations - Issues and Guidelines
- Social Inflation: What Does It Mean to Cedents and Reinsurers?
- Exploring Dissenting Opinions by Arbitrators

- COVID-19 Insurance Coverage Case Law Developments
- Diversity, Equity, and Inclusion
- Representations and Warranties Insurance
- Cyber Snare? The Insurability of Regulatory Fines
- Ethics

American Bar Association - Section of Tort, Trial Insurance Practices (TIPS) - Phoenix, AZ
– February 20-22, 2020

- Effective Use of Alternative Dispute Resolution in the Context of Complex Insurance Coverage Disputes
- Good Robot/Bad Robot – Does Insurtech in Underwriting and Claims Processing Help or Hurt the Insurance Consumer?
- Blockchain, Cryptocurrency and Insurance
- Recent Critical Coverage Decisions/Hindsight 2020: Looking Back at Key Insurance Developments and How They Impact Policyholders and Insurers
- Enhancements and Pitfalls in Insurance Coverage for Development Projects
- Trial of Insurance Bad Faith Claims
- The SIR Dilemma: When Does (And When Should an Excess Carrier Get Involved?
- D&O Coverage Issues

ARIAS-US Intensive Arbitrator Training Workshop – New York, NY November 6, 2019

- Ethics Responsibilities of Arbitrators
- Powers of Arbitration Panels
- Mock Arbitration
- Disclosures and Record-Keeping
- Effective Service as Arbitrator

ARIAS-US – Arbitrator & Umpire Seminar - Brooklyn, NY October 2, 2019

The Wild Wild West Of Discovery Disputes & Summary Adjudication

- Scope of discovery:
- What type of standards do panels apply when considering discovery disputes?
- How does the panel consider allegations that certain discovery is irrelevant or, alternatively, that it is unduly burdensome?
- What are some effective ways to encourage parties to resolve these disputes themselves? The panel will weigh the pros and cons of granting motions to compel.
- Subpoenas: When are subpoenas appropriate? What is the arbitrators' authority to issue subpoenas?
- Privilege disputes
- When are documents relating to claims-handling, settlement, and allocation protected by the attorney-client privilege versus discoverable as the business of insurance?
- How do arbitrators resolve a party's claims of privilege?
- Summary Adjudication
- The efficacy of motions for summary adjudication: before discovery commences; after discovery but before the hearing.

“Mixology 101” – Documents, Witnesses & The Science Of Persuasion

- When prescient witnesses are unavailable, what is the best way to present evidence to the panel? The panelists will discuss the use of other fact witnesses and quasi-expert testimony.
- Do preferences change in cases involving legacy business? Should they?
- Resolving the tension between parties wishing to present streamlined cases and panels needing to hear sufficient evidence to identify and fully explore the issues.
- How do arbitrators’ prior experiences affect their decision-making? To what extent do these experiences constitute “bias?”

Is Compromise A Four Letter Word? What Transpires In Deliberations & The Issuance Of Awards

- What happens during deliberations.
- Do compromise awards occur often, too often, or not often enough? How do participants react to such a compromise? Does it matter if it is a principled compromise?
- When is it appropriate to dissent and should umpires view a dissent as a good, bad, or indifferent?
- Do all litigated issues need to be addressed in the award?
- How much negotiation goes into the wording of the award? Is dialogue on the topic encouraged?
- Whether in-person deliberations (versus emails) are necessary when motions to clarify awards are filed.

ARIAS-US 2019 Fall Conference - Brooklyn, NY October 3-4, 2019

- Rules For the Resolution of Insurance and Other Contract Disputes
- Effectively (and ethically) Marketing, Evaluating, and Selecting Arbitrators in a Changing World
- U.S. Regulation is Generating More Flexibility for Transactional and Legacy Deals – The Who, What, Where, Why, and How of Insurance Division and Business Transfer Laws
- Effective Mediation Strategies for Insurance and Reinsurance Disputes
- Confidentiality — Does It Still Exist? Should it?

Society of Risk Management Consultants (SRMC) Spring 2019 Conference – Chicago, IL April 4, 5 & 6, 2019

- Pros and cons of traditional construction bonds or SDI Programs
- Cryptocurrencies, Blockchain and Insurtech
- Blockchain and the Insurance Industry
- Management of Risk in a Fintech world

ARIAS-US Spring 2019 Conference – Palm Beach, FL April 8, 9 & 10, 2019

- Reinsurance for Cannabis-Related Business: A Business Opportunity, or Risk?
- The Intersection between Catastrophic Loss and the Regulatory Response
- Alternative Capital Mechanisms and Implications for the Insurance/ Reinsurance Market Place and for Dispute Resolution
- Unconscious Biases: The Uninvited Arbitration Guests
- Revisiting the Use of Experts in Arbitration.
- Legal and Regulatory Implications of Artificial Intelligence (AI)
- When the Walls Come a Crumblin' Down: Current Issues in Determining Reinsurance Liability in Construction Defect Cases

Alabama Captive Association 2019 Conference – Orange Beach, AL - September 26-28, 2018

- Risk Retention Groups in Alabama
- High Risk Coastal Property Insurance
- Self-Regulation Organization for the Captive Insurance Industry
- 831 (b) Captives Changes: The PATH ACT
- Micro-captives Continue on IRS “Dirty Dozen” list
- New Tax Forms for Captives
- 953(d) Captives – Avoiding the Tax Avoidance Implications
- Alabama Property and Casualty Adjusters Association
- CICA – Captive Insurance Companies Association – Highlights
- Common Cyber Security Myths
- Captive Financial Management - Everything I Needed to Know About Investing, I Learned in Kindergarten

**Society of Risk Management Consultants (SRMC) Fall 2018 Conference – Austin, TX
November 1, 2 & 3, 2018**

- Tall Building Crises: Risk, Reliance Readiness, Recovery
- Parametric Insurance – The Insurance of Tomorrow
- Management Liability: Directors & Officers Liability, Errors & Omissions Liability, Cyber Liability, Mergers & Acquisitions, Fiduciary Liability, Crime, Employment Practices Liability
- Business Interruption Insurance
- A Release Does Not Preclude Liability for Gross Negligence

ABA - Section of Tort Trial Insurance Practices (TIPS) - Fidelity & Surety Law Committee Conference - Santa Fe, NM May 10-11, 2018

- The Complex Surety Claim: Investigation and Managing a Claim
- Managing Complex Claims and Litigation Against Principals and Indemnitors
- Navigating Complex Claims and Litigation with the Obligee
- The Surety's Rights and Potential Recourse Against Third Parties
- The Surety's Rights Against Property and Liability Insurers of the Obligee, Principal, and Subcontractors
- Proving and Defending Claims Related to the Quality of Work
- Proving and Defending Time Impact Claims
- E-Discovery, Document Management, and Discovery Disputes
- Arbitrating the Complex Surety Case
- Understanding and Avoiding Ethical Complications in Complex Disputes and Protecting Privileged Communications and Documents
- Navigation In and Around Bankruptcy
- Proving and Defending Damages

ABA Section of Tort, Trial Insurance Practices (TIPS) - Phoenix, AZ – February 22-24, 2018

- Managing the Catastrophic/Complex Case from Coverage to Conclusion
- Regulatory Impacts on Insurance Coverage
- Emerging Trends and New Challenges in Directors' and Officers' Professional Liability
- The Impact of the Trump Administration on Coverage and the Insurance Industry
- International Alternative Dispute Resolution and Mediation
- The Top Ten Coverage Decisions of 2017: Their Impact and Implications in the Future
- Contingent Business Interruption Coverage
- Insurance Policy Archeology – How to Prove the Existence and Contents of a Lost Policy
- The Restatement and Expanding Bad Faith by Calling it Something Else
- The Rights and Duties of Insurers in Complex Claims when there are Low Limits, High Damages, Multiple Claimants and Multiple Insureds
- Medical Professional Liability Insurance Trends
- The Role of the Attorney During the Adjustment of a Claim
- The Three R's of Cyber Readiness: Resilience, Risk and Response
- Reasonable Settlements, Stipulated Judgments and Primary and Excess Insurers
- Resurgence of Vapor Intrusion, Radon and Other Pollution Exclusion Issues
- Employment Practices Liability Coverage and Claims Trends

SRMC Spring 2018 Conference – Denver, CO April 23-24, 2018

American Institute of Architects (AIA) Document Drafting and Revision Process

- AIA Drafting Process
- AIA Revised Forms
- AIA Insurance Exhibit
- General Contract Risk Transfer Goals
- General Liability Insurance
- Contractor's Insurance Requirement
- Deductibles, Self-Insured Retentions
- Additional Insureds
- Builders Risk Insurance
- Professional Liability
- Cyber Insurance
- Drone Insurance

Supply Chain (Transport & Storage) Environmental Risks

- Bill of Ladings
- Hazardous Materials
- Third-Party Transporters
- Counterparty Risk
- Duties/Rights of Common Carriers
- Duties/Obligations of Commodity
- Interest to Commercially Available Insurance
- Insurance Coverage Analysis and Emerging Trends

Technology Insurance Overview

- Computer Forensics
- Data Breach Notification
- Call Center Services, Credit and ID Monitoring
- Expert Legal Counsel
- Public Relations
- Social Engineering
- Email Inducement
- Standard Tech E&O Policies,
- Indemnification Coverage Determined by Contractual Liability Defense

Today's Cannabis Economy - Risk Management in the 10th Amendment Economy - High Risk, High Opportunity

- Factors That Make a Cannabis Business Successful
- Common Mistakes as Cannabis Businesses Grow
- Potential Coverage Gaps or Omissions
- Cannabis Insurance Marketplace Today

SRMC 2017 Fall Conference - Baltimore, MD October 19-21, 2017

- Cyber Security Testing
- The Safety Act: How to obtain immunity for Terrorism Liability
- Risk and Insurance Issues Involving Drone Use in Construction Activities
- Railroad Risk & Insurance
- Aircraft Fractional Ownership Risks
- Environmental Insurance & Technology
- National Trust Properties and Insurance

Alabama Captive Association 2017 Conference – Birmingham, AL - September 18-19, 2018

- Captives 101
- Long-Term Sustainability of Risk Retention Groups (RRG's)
- Choosing a Captive Domicile
- IRS vs Captives
- Cyber Security: Myths and Truths
- Employee Benefits for Captives

SRMC 2017 Spring Conference - Nashville, TN – April 20-22, 2017

- Complex Claim Adjustment Process
- Cyber Insurance Product Development
- Enterprise Risk Management & Captive Insurance Companies
- The Challenges in Surplus Lines Policy Forms
- Cyber Loss Data Development

American Association of Insurance Management Consultants Annual Conference – Seattle, WA - April 27-29, 2017

- Property Appraisals & Claim Settlements
- Insurance Industry Commoditization & Disruption – Fact or Fiction?
- Shareholder Agreements in Agency Succession Planning
- Choosing, Carefully, Your 30(b)(6) Witness
- Elements of Change Within the Insurance Industry
- Ethical Standards in the Insurance Industry

ABA Section of Tort, Trial Insurance Practices (TIPS) - Phoenix, AZ – February 23-25, 2017

- American Law Institute's Restatement of the Law of Liability Insurance
- Historical Reflection on Coverage Litigation over the past 25 years
- Claim & Notice Issues Under D&O and E&O Policies
- Unlocking Mediation with Insurance Coverage
- Legalized Marijuana: Ethical & Insurance Coverage Implications of Risk & Insurance for Cannabis-Related Operations
- Ethical Considerations in Preparing Expert Witness to Testify at Depositions & Trials in Insurance Coverage Cases
- Primary versus Excess Insurer Rights and Risks
- Indemnity versus Insurance: What Remedy Prevails?
- Discoverability of Communications Between Insurers and Reinsurers
- Rescission of Insurance Policies
- The "Occurrence" Issue in Construction Defect Litigation
- Allocation Jurisdictions and What They Mean for Policyholders and Insurers

SRMC 2016 Fall Conference –Montreal, Quebec, Canada – October 26-28, 2016

- Cyber Insurance & Risk Management
- National Flood Insurance Program
- Disgorgement Defense
- Environmental Insurance & Technology

SRMC 2016 Spring Conference –Atlanta, GA – April 7-9, 2016

- Keeping Current with Captives
- Product Recall Insurance
- Owner's Protective Professional Indemnity
- Risk Analytics

ABA Section of Tort Trial Insurance Practices (TIPS) - Phoenix, AZ - March 17-20, 2016

- Representing the Carrier Client in the Age of Reptile Advocacy
- Coverage Attorney as Accomplices in Bad Faith
- Cyber Liability Insurance Coverage Issues
- The Producer's Intriguing Role in Coverage Disputes
- Latest Developments in E&O Coverage and Claims
- Mid-Construction Losses: The Intersection of Liability and Builders Risk Coverage
- Drone Away: Bombs, Photographs, Pizzas, Hearts and Headaches)
- The London Market: Navigating the Underwriting and Claims Process
- Habitational Mass Torts: A Case Study in Coverage, Litigation and Settlement
- Insurance Transfer in Asset Deals/Stock Deals
- Additional Insured Endorsements and Priority of Coverage

Tennessee Captive Insurance Company Conference – Nashville, TN - November 17-18, 2015

- Self-Insured Work Comp Group vs. Group Captive
- Cyber Risk: How to Manage, Mitigate and Finance Cyber Liability
- Securities, Corporate Governance, Legal Issues and Captive Board Membership
- Managing Both Sides of the Captive Balance Sheet
- Employee Benefits and Captive Insurance Companies
- Single Parent Risk Retention Groups
- Fronting and Reinsurance
- Federal Captive Taxation

ABA Section of Tort Trial Insurance Practices (TIPS) - Fidelity & Surety Law Committee Conference - Washington, DC - November 4, 2015

- Crime Policy forms – Old & New
- Commercial Crime Insurance Marketplace
- Computer Fraud & Electronic Coverage Insuring Agreements
- Ownership Provisions & Third-Party Losses
- High Tech Crimes
- Employee Dishonesty Claims – Manifest Intent & Theft
- Loss & Causation
- Cyber Crime & the Insurance Market
- Discovery of Loss & Claim Triggers
- Notice & Proof of Loss
- Rescission vs Assertion of Defenses
- Importance of Employee Definition
- Limits of Liability – Loss Limits & Aggregates
- Insuring Agreements - Forgery, Alteration & Premises
- Current Trends in Subrogation
- Trends in Financial Crimes & High-Tech Fraud
- Claims Litigation & Bad Faith Assertions

SRMC 2015 Fall Conference – Newport Beach, CA - October 15-17, 2015

- Habitational Real Estate and Construction
- Marine Insurance
- Information Technology and Cyber Security for Small Businesses
- Global Perspective & New Developments in Cyber Security
- Employment Law & Employment Practices Liability

David L. Stegall, CPCU, ARM, AR, RPA									
Trial & Deposition Testimony (including all Case Assignments)									
2021									
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
160	Coppertree Village v AmW NS	Broker E&O	Open	2021-Retained			Circuit Court for Jefferson County Alabama	Defense	Kessler Collins Dallas TX
159	Aspen American v Starr ndemity	Excess Limits & Self- nsured Retentions	Open	2021-Retained			Supreme Court of the State of New York New York County	Dense	Ford Marrin Esposito Witmeyer & Gleser New York NY
158	Lloyd's v MKC	Policy Rescission	Open	2021-Opinion			Circuit Court of the 15th Judicial Circuit Palm Beach County FL	Defense	Gilbert Property Law Delray Beach FL
157	Franklin County v State Farm	Agencr E&O	Open	2021-Retained			U S District Court for the Northern District of Alabama Northwestern Division	Plaintiff	Kendall & Strickland Montgomery AL
156	Cascade v Knapp	Agency E&O	Open	2021-Opinion			Montana First Judicial District Court Lewis & Clark County	Defense	Corette Black Carlson & Mickelson Butte MT
155	RPG v ronshore	Policy Reformation	Open	2021-Opinion			Superior Court of Richmond County State of Georgia	Defense	senberg & Hewitt Atlanta GA
154	Aung v GE CO	Uninsured/Under- nsured Motorist Protection - ECO Claim	Open	2021-Report			n The Court of Common Please 14th Judicial Circuit State of South Carolina County of Beaufort	Defense	Barnwell Whaley Patterson & Helms Charleston SC
153	Atlanta nt'l v Johnson & Johnson	Confidentiality Stipulation	Open	2021-Retained			Superior Court of New Jersey Law Division Middlesex County	Defense	Gimigliano Mauriello & Maloney Morristown NJ
152	Superior Motors v Welsh Agency	Agencr E&O	Closed	2021-Opinion	Deposition March 9 2021		n the Circuit Court for Harford County State of Maryland	Defense	Eccleston & Wolfe Hanover MD
151	Harbison v Nationwide	Homeowners Claim Dispute	Closed	2021-Report	Deposition February 9 2021		n the Circuit Court of Jefferson Conty Alabama	Defense	Carr Allison Birmingham AL
2020									
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
150	Zachery v AON	Broker E&O regarding D&O	Open	2020-Retained	Deposition May 21 2021		District Court of Harris County Texas 189th Judicial District	Defense	Foley & Lardner Houston TX
149	Genesisi v Safety National	Excess Comp Claim & TPA	Open	2020-Retained			Court of Common Pleas Montgomery County Ohio	Plaintiff	Genova Burns Newark NJ
148	Lloyds v Sage Sailing	MSJ on Claim Denial	Open	2020-Report			U S District Court for the District of South Carolina	Plaintiff	Phelps Dunbar Tampa FL
147	MRK vey's Hotel v nsurance Office of America	Agency E&O-Wind Driven Rain	Open	2020-Retention			General Court of Justice Superior Court Division State of North Carolina County of Mecklenburg	Defense	The Forrest Firm Charlotte NC
146	Broussad v GeoSpace	Asbestos Contamination	Closed	2020-Report			19th Judicial District Court-Parish of East Baton Rouge-State of Louisiana	Defense	Guillory & McCall Lake Charles LA
145	Paulus v Allstate	Bad Faith Claims Handling	Open	2020-Report			U S District Court-Eastern District of Washington	Defense	Haman Law Office Coeur d'Alene D
144	F&D v Goran v Wasatch Leavitt	Agencr E&O/Principles ndemnity to Surety	Open	2020-Report			U S District Court-District of Utah-Central Division	Defense	Ray Quinney & Nebeker Salt Lake City UT
143	Arch v Koch	Property Excess Claim Denial	Open	2020-Retained			U S District Court for Northern District of Illinois	Defense	Quarles & Brady Milwaukee W
142	Hiscox v Taylor	Policy Recission	Open	2020-Report			U S District Court-Western District of Arkansas	Plaintiff	Walker Wilcox Matousek Chicago L
141	Alchemy v The Pro's	Agency E&O	Open	2020-Retained			Monroe Circuit Court State of ndiana-County of Marion	Plaintiff	Dentons Bingham Greenebaum ndianapolis N

Trial & Deposition Testimony (including all Case Assignments)								
140	Greco v N A	Surety Bond Producer E&O	Closed	2020-Report			U S District Court-Eastern District of Pennsylvania	Defense Lewis Brisbois Bisgaard Philadelphia PA
139	Top Class Hospitality v AmGUARD	Bad Faith Claim Denial	Closed	2020-Report			U S District Court for the Western District of Texas	Defense Locke Lord Austin TX
138	nsurance Shoppe v Liberty Mutual	Property Underwriting & Agency E&O	Open	2020-Report	Deposition March 25 2021		U S District Court Eastern District of North Carolina	Plaintiff Hunton Andrews Kurth Washington DC
137	Brosamer & Wall v XL Catlin	Application Misrepresentation & Claim Handling Bad Faith	Closed	2020-Report & Rebuttal			U S District Court Northern District of California	Defense Duane Morris San Francisco CA
136	Stone v MJ Kelley	E&S Broker E&O	Closed	2020-Opinion			n the District Court for Leflore County State of Oklahoma	Defense Cozen O'Conner Chicago L
135	Axis v Ameican Specialty	Confidentiality Stipulation	Open	2020-Retained			U S District Court Northern District of ndiana Fort Wayne Division	Plaintiff Faegra Drinker Biddle ndianapolis N
134	James v Nationwide	Homeowners Property Damage Claim Dispute & Ageny E&O	Open	2020-Report			n the Circuit Court of Jefferson Conty Alabama	Defense Carr Allison Birmingham AL
133	Cosetine v Farmers nsurance	Agency E&O	Open	2020-Report			n the Court of Common Pleas of Lycoming County State of Pennsylvania	Plaintiff The Waffenschmidt Law Firm South Williamsport PA
132	Vantage v Assured Risk	Captive Cell Reinsurance Recovery	Open	2020-Report	Deposition March 13 2020		U S District Court for the District of Columbia	Plaintiff BLANKROME Washington DC
131	HECLA v Transamerica	CERCLA Pollution Legacy Claims	Open	2020-Report			U S District Court for the District of New Mexico	Plaintiff Maldegen Templeman Santa Fe NM
130	Central Crude v Liberty Mutual	Pollution Claims Dispute	Open	2020-Report			U S District Court for the Western District of Louisiana	Plaintiff Lundy Lundy Soileau Lake Charles LA
2019								
129	Austin Place v Spurlin	Named nsured Deletion from Policy	Closed	2019-Retained			State of Alabama 64th Judicial Court Tuscaloosa County	Plaintiff Zeena Hust Summerford-Tuscaloosa AL
128	Ambassador v Georgia-Pacific	Defense Cost Payment by Excess Carrier	Closed	2019-Report			State of Vermont Vermont Superior Court Washington	Defense Barnes & Thornburg Atlanta GA
127	Fortegra v C C	MGA E&O	Open	2019-Report			Arbitration- Jacksonville FL	Plaintiff Holland & Knight Tallahassee FL
126	Church Creek v OA	Alleged Agency E&O-Faulty Workmanship Claim	Closed	2019-Report			U S District Court for the District of South Carolina	Defense Wilkes Law Firm Charleston SC
125	Vogel v Universal	Underwriting Claim Denial & Agency E&O	Open	2019-Report			U S District Court for the District of Puerto Rico	Defense Casillas Santiago Torres San Juan Puerto Rico
124	Garcia-Navarro v Bella Union	Liability Claims Denial w/ Bad Faith Allegations	Open	2019-Report			U S District Court for the District of Puerto Rico	Defense Bufete Andréu & Sagardía San Juan Puerto Rico
123	Univar v COP	Confidentiality Stipulation	Open	2021-Report	Deposition February 15 2010		n the Superior Court of the State of Washington in and for King County	Plaintiff Gordon Reese Sculley Seattle WA & Hughes Social Piers Chicago L
122	City of Las Cruces v Travelers	Legacy Pollution Coverage Dispute	Open	2019-Report			U.S. District Court for the District of New Mexico	Plaintiff Comeau Maldegen Santa Fe NW
121	Mount Vernon v Hilb Group	Agency E&O - Failure to Procure	Closed	2019-Opinion	Deposition June 10 2019		Circuit Court of Jefferson County (Bessemer Division) Alabama	Plaintiff Beasley Allen Montgomery AL
120	Wireless v Lockton	Agency E&O-Failure to Procure	Closed	2019-Opinion	Deposition February 6 2020		Circuit Court of Jackson County Missouri at Kansas	Plaintiff Edgar Law Firm Kansas City MO
119	Great American v Williamson	Agency E&O - Agency Practices-Failure to Procure	Closed	2019-Report			U S District Court-Middle District of Florida	Plaintiff Farah & Farah Jacksonville FL
118	Rock Hill v Southeastern Cheese	Pollution Policy Rescission	Open	2019-Report	Deposition May 21 2019		U S District Court-Southern District of Alabama	Defense Barze Taylor Noles Lowther Birmingham AL
117	National Unity v Tejas Sugos	Underwriting & MGA Responsibilities	Closed	2019-Retained			Arbitration-Austin TX	Defense Lewis Brisbois Dallas TX
116	Jarvis v ChandlerTaylor	Captive nsurance Manager Acquisition Dispute	Closed	2019-Report			U S District Court Middle District of Alabama	Defense Gipan Givhan Montgomery AL

Trial & Deposition Testimony (including all Case Assignments)									
115	Wolfe v Allstate	Claim Adjudication Practices	Open	2019-Report	Deposition February 24 2020		U S District Court District of Idaho	Defense	Haman Law Office Coeur d'Alene ID
114	Phoenix Restoration v Liberty Mutual	Claim Adjudication Practices	Closed	2019-Report			Superior Court - District of Columbia	Plaintiff	Gregory S Smith - Washington DC
113	CNA v Huber	Retro Audit Dispute	Open	2019-Report	Deposition August 22 2019		U S District Court District of New Jersey	Plaintiff	Bressler Avery - Florham Park NJ
112	New Dominion v Tedford	Earthmovement Fracking & Agency E&O	Open	2019-Retained			District Court for Tulsa County State of Oklahoma	Defense	Connors & Winters - Tulsa OK
111	Highlands Condos v Owners	Property Underwriting & Agency E&O	Open	2019-Opinion			Sevier County Circuit Court State of Tennessee	Defense	Kay Griffen - Nashville TN
2018									
110	Utica v Cincinatti	Property Underwriting & Agency E&O	Closed	2018-Report & Rebuttal	Deposition January 15 2019	Arbitration February 10 2019	U S District Court Eastern District of Pennsylvania	Plaintiff	Hunton Andrews Kutrh - Washington DC
109	Crace v ProAssurance	Medical Mal-Practice Liability Insurance Policy Market & Underwriting	Open	2018-Opinion			Commonwealth of Kentucky Floyd Circuit Court	Plaintiff	Whiteford Taylor & Preston - Lexington KY
108	SRM v C C	Usual & Customary Practices of Captives	Open	2018-Report	Deposition March 6 2019	Arbitration March 24 2019	In the State Court of Fulton County State of Georgia	Plaintiff	Graddy Law Atlanta GA
107	Tower Hill v Ewing Blackwelder & Duce Insurance	Agency E&O - Agency Practices - Underwriting Authority & Responsibility	Closed	2018-Opinion			State of Florida-Judicial Circuit for Polk County	Plaintiff	Hill Rugh Keller & Main Orlando FL
106	Winterrowd v Hartford & Freeway	Flood Insurance - Condos Agency E&O	Closed	2018-Report			U S District Court Middle District of Florida Tampa Division	Plaintiff	Perenich Caufield Avril Clearwater FL
105	Wimbish v Nationwide	Rescission Claim Rebuttal	Closed	2018-Report			U S District Court for the Eastern District of Virginia Norfolk Division	Plaintiff	Norris & St Clair Virginia Beach VA
104	New Millennium v ACE	Pollution-Confidentiality Stipulation	Open	2018-Report	Deposition April 25 2019		Supreme Court of the State of New York County of Nassau	Defense	Cohn Baughman & Serlin Mt Laurel NJ
103	Swiss Re v Camarin Ltd	Reinsurance Rescission for Material Misrepresentation	Closed	2018-Report & Rebuttal	Supreme Court Dialectic Testimony August 15 2019		British Columbia Supreme Court Vancouver British Columbia Canada	Plaintiff	Fasken Martineau DuMoulin Vancouver British Columbia Canada
102	Southwest Surplus v InsGroup	Agency E&O - Failure to Procure	Closed	2018-Opinion			District Court of Harris County Texas	Plaintiff	Buck Keenan Houston TX
101	Herr Construction v Cincinatti	Defense of bad faith allegations against insurance company as to the decision to deny a claim	Closed	2018-Report			Waukesha County Circuit Court State of Wisconsin	Defense	Litchfield Cavo Brookfield WI
100	Alabama Municipal Insurance Company v Thomas	Underwriting perspective on sovereign immunity and the effect on insurance premiums for municipalities	Closed	2018-Opinion			Circuit Court of Jefferson County Alabama	Plaintiff	Balch Bingham Birmingham AL
99	Begley Lumber v Van Meter	Agency E&O - Agency & Underwriting Practices	Closed	2018-Opinion	Deposition June 15 2018		Commonwealth of Kentucky Laurel Circuit Court	Defense	Broderick & Davenport - Bowling Green KY
98	American Casualty v Stone	Business Interruption Usual & Customary Practices of Claims Investigation	Closed	2018-Opinion			Superior Court of California County of Los Angeles Southeast District	Plaintiff	Haman Law Office Coeur d'Alene ID
97	Vertex Energy v Assurance Agency & A G	Failure to pay Lender's Loss Payee on claim and Agency E&O	Closed	2018-Report & Rebuttal	Deposition April 20 2018		U S District Court Northern District of Illinois	Plaintiff	Reinhardt Boerner Van Deuren Milwaukee WI
96	American Ace v Chauvet	Property Insurance Claim Dispute as to Additional Insureds Loss Payees & Subrogation	Closed	2018-Report			Fifth Circuit Court for Davidson County Tennessee at Nashville	Defense	Leitner Williams Chattanooga TN

Trial & Deposition Testimony (including all Case Assignments)									
2017									
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
95	Ryan v Country Mutual	Failure to Procure - Agent E&O	Closed	2017-Opinion			Fourth Judicial Circuit Christian County L	Plaintiff	Stone Leyton & Gershman St Louis MO
94	[U S Corporate Taxpayers] v RS Commissioner	Issues surrounding Captive Insurance Companies & Reinsurance Practices	Closed	2017-Retained			U S Tax Court Washington D C	Plaintiff	Chamberlain Hrdlica & Autrey Atlanta GA
93	Catlin Syndicate v Ramugi	Underwriting Misrepresentation & Rescission	Closed	2017-Report			U S District Court for the Northern District of Alabama	Plaintiff	Phelps Dunbar Houston TX
92	Alabama One Credit Union v Cumis Insurance	Underwriting Misrepresentation & Rescission	Closed	2017-Report	Deposition December 18 2017		U S District Court for the Northern District of Alabama	Defense	Dentons Atlanta GA & Balch Bingham Birmingham AL
91	United States Surety v Burt	Surety Bond Personal Indemnity and Agency E&O	Open	2017-Opinion	Deposition July 14 2018		Circuit Court for Baltimore County Maryland	Defense	Goldberg & Banks Baltimore Maryland
90	Guarantee Insurance v Cornerstone	Workers' Compensation Claims Adjudication & Audit Dispute	Closed	2017-Report			U S District Court - District of New Jersey	Plaintiff	Winget Spadafora & Schwartzberg New York City NY
89	Custom Mechanical v AF CA	Agency E&O - Failure to Procure Workers' Compensation Insurance	Closed	2017-Report	Deposition January 9 2018		U S District Court for the Southern District of Indiana	Plaintiff	Bingham Greenebaum Evansville IN
88	Berman Bros v Harmon- Dennis- Bradshaw	Agency E&O - Failure to Procure Equipment Breakdown Coverage	Closed	2017-Opinion	Deposition July 12 2017		State of Alabama Circuit Court of Jefferson County	Defense	Lloyd Gray Whitehead Birmingham AL
87	Marion Bank v Marion Insurance Agency	Agency E & O - Failure to notify client of insurance carrier insolvency	Closed	2017-Opinion	Deposition August 4 2017		State of Alabama Circuit Court of Perry County	Plaintiff	Bradley Arant Birmingham AL
86	Hanover v Avalon	Agency E & O - Misuse of Surety Bond Authority	Closed	2017-Report	Deposition December 13 2017		U S District Court for the District of Connecticut	Defense	Marco & Sitaras New York City NY
85	Creative Insurance Managers v SC	Dispute regarding Insurance Service Fees in a Program Mgt	Closed	2017-Report	Deposition April 1 2017	Arbitration July 20 2017	CFJB Arbitration - Atlanta GA	Defense	Hawkins Parnell Thackston Atlanta GA
84	Ultratec v Brittan-Gallagher	Agency E & O - Failure to Procure Appropriate Employers Liability	Closed	2017-Report			U S District Court for the Northern District of Alabama	Plaintiff	Maynard Cooper & Gale Birmingham AL
83	Cable Broadband v Depositors Insurance Company	Property Insurance Underwriting & Placement Usual & Customary Practices & Rescission	Closed	2017-Report	Deposition May 19 2017		U S District Court for the Northern District of Georgia	Plaintiff	MBW Law Atlanta GA
82	South Fifth Towers v Aspen Insurance	Property Insurance Underwriting & Placement Usual & Customary Practices & Rescission	Closed	2017-Report			U S District Court-Western District of Kentucky	Plaintiff	Eddines Domine Louisville KY
81	Midwest Commercial Funding v Cincinnati Specialty Underwriters	Property Insurance Usual & Customary Practices Force-Placed coverage Mortgagee interest & Rescission	Closed	2017-Report			U S District Court for the Eastern District of Wisconsin	Defense	Litchfield Cavo Brookfield WI
80	Southern Insurance v Travelers	Property Underwriting Usual & Customary Practices	Closed	2017-Report			U S District Court for the Northern District of Alabama	Defense	Ely & Eisenburg Birmingham AL
79	Corradi v Forest Agency	Agency E&O Usual & Customary Practices	Closed	2017-Report			U S District Court for Western District of Virginia	Defense	Eccleston & Wolf Fairfax VA
78	Wellons v Eagle Valley Clean Energy	Property Underwriting	Closed	2017-Report			U S District Court - Colorado District	Defense	Campbell Latiolas & Averbach Denver CO
77	Vertical Earth v Yates Insurance Agency	Agency E&O - Claim Notification Dispute	Closed	2017-Opinion	Deposition April 1 2017		State of Georgia Superior Court of DeKalb County	Defense	McRae Bertschi & Cole Dunwoody GA
76	Allegheny/ F C v Titanium Builders	Surety Bond Discharge	Closed	2017-Report & Rebuttal			U S District Court - District of Arizona	Plaintiff	Snell & Wilmer - Phoenix AZ
75	Brown v Millville Mutual	Agency E&O - Homeowners vs Farmowners Policy	Closed	2017-Report			State of Pennsylvania Court of Common Pleas	Plaintiff	The Waffenschmidt Law Firm South Williamsport PA
74	Auto-Owners v Morris	DSJ on Agency E&O & Uninsured Motorist Claim	Closed	2017-Report	Deposition March 6 2017		U S District Court Northern District of Alabama	Plaintiff	Belt & Bruner - Birmingham AL
73	Century 21 v Partners & Brown & Brown & A G	Agency E&O regarding Retroactive Date of policy & bad faith on carriers failure to pay claim	Closed	2017-Report	Deposition July 19 2017	Trial August 28 2017	State of Hawaii - First Circuit Court	Defense	McCorrister Miller Mukai Honolulu HI
72	Jaudon v Guardian Life	Agent Commission Dispute	Closed	2017-Opinion			State of Mississippi Circuit Court of Hinds County	Plaintiff	Carson Law Group Jackson MS

Trial & Deposition Testimony (including all Case Assignments)									
2016									
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
71	Riverport Insurance v Horizon Human Services	DSJ regarding Claim Denial & Underwriting Practices	Closed	2016-Report			State of Arizona County of Maricopa	Plaintiff	Polsinelli Phoenix AZ
70	Whiting-Turner v KPS	Agency/Broker E&O & usual & customary practices of Surety Bonding	Closed	2016-Report			U S District Court Clark County NV	Defense	Murchason-Cummimng Las Vegas NV
69	Sinclair-Laws v Chen	Usual & customary practices of Personal Automobile Underwriting	Closed	2016-Report	Deposition October 10 2016	Trial October 24 2016	State of California County of Los Angeles	Defense	Ford Walker Haggerty & Behar Long Beach CA
68	Owner's Insurance v Warren Mechanical	Underwriting Practices Misrepresentation & Rescission	Closed	2016-Report	Deposition November 29 2016		U S District Court District of South Carolina	Plaintiff	Wall Templeton Charleston SC
67	Parkview Gardens v Owners Insurance	Underwriting Practices Misrepresentation & Rescission	Closed	2016-Report	Deposition January 9 2018		State of Colorado District Court Boulder County	Defense	Zuphus & Angell Denver CO
66	Riva Development v Greenwood Insurance	Agency E&O - Failure to Procure/Agency Duty	Open	2016-Report	Deposition July 9 2012		State of Texas 33rd Judicial District- Harris County	Plaintiff	Thomas M Fountain The Woodlands TX
65	Evanston Insurance Company v AJ's Electrical Testing	General Liability Underwriting Usual & Customary Practices relating to a third-party liability claim	Closed	2016-Report			U S District Court South Carolina-Aiken Division	Plaintiff	Nimmoms & Malchow - Augusta GA
64	Companion v Wood	Agency E&O - Underwriting Practices of Work Comp MGA for a Professional Employer Organization	Closed	2016-Report	Deposition July 27 2016		U S District Court-South Carolina-Columbia Division	Defense	Gardner & Haas Dallas TX
63	QBE v A G	Claim Denial & Underwriting Practices on Insurance Company E&O Policy	Closed	2016-Report	Deposition August 12 2016		State of New York Supreme Court County of New York	Defense	Bressler Amery Ross New York NY
62	Flo's Diner v Canopus	DSJ on Claim Denial & Underwriting Practices on Policy Non-Renewal	Closed	2016-Report			U S District Court South Carolina Charleston Division	Defense	Wall Templeton Charleston SC
61	ProMed v Clay & Land Agency	Agency E&O - Failure to Procure Property on Unknown Location	Closed	2016-Opinion			State of Tennessee Chancery Court Tipton County	Defense	Hagood Adelman Tipton Memphis TN
60	Smeeding & Papalia	Agency E&O - Agency Practices Re Proposals Standard of Care	Closed	2016-Report			U S District Court of Northern Texas Dallas Division	Defense	Cobb Martinez Woodward Dallas TX
59	Ascension Health v Ascension Insurance	Trademark Infringement Agency Practices & Health Insurance vs Healthcare	Closed	2016-Report	Deposition March 15 2016		U S District Court Eastern District of Missouri	Defense	Polsinelli St Louis MO
58	Southern Trust v Sidney Cox Agency	Agency E&O - Alleged Misuse of Agency Binding Authority	Closed	2016-Opinion	Deposition May 1 2018		State of Georgia Superior Court of Burke County	Defense	Owen Gleaton Eagan Atlanta GA
57	Illinois Union v Upshaw Agency	Agency E&O - Subrogation of Paid Builders Risk Claim	Closed	2016-Report			U S District Court Northern District of Texas - Amarillo	Defense	Cobb Martinez Woodward Dallas TX
56	M Windows v Liberty Mutual	Bad Faith Claim Denial & Underwriting Practice on Fronted Retention Program	Closed	2016-Retained			U S District Court for Central Florida Tampa Division	Defense	Akerman Miami FL
55	Goshen v Gerber	Bad Faith Claim Denial/Underwriting Practice - Excess Insurance Exclusion	Closed	2016-Report			U S District Court Northern District of Indiana	Defense	Edison McDowell Houston TX
54	Georgia Pacific v S&S Sprinkler	Agency E&O - Failure to Procure Correct Additional Insured Endorsements	Closed	2016-Report	Deposition April 29 2016		U S District Court Alabama Southern District	Plaintiff	Briskman & Binion Mobile AL

Trial & Deposition Testimony (including all Case Assignments)									
	2015								
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
53	Travelers v Hayes	Claim Dispute & Claim Practices Re Business Income Coverage	Closed	2015-Report	Deposition April 3 2015		U S District Court for the Middle District of Alabama	Defense	Strickland & Kendall Montgomery AL
52	Dolgenercorp v Julyn	Policyholder's Failure to Name Lessor as Additional Insured	Closed	2015-Opinion			State of Alabama Circuit Court of Limestone County	Plaintiff	Christian & Small Birmingham AL
51	Monterey Bay Military Housing v Pinnacle Monterey	Risk Management Administration of a Master Insurance Program	Closed	2015-Report & Rebuttal Reports	Deposition June 9 2015		U S District Court Northern District of California	Defense	Greenberg Traurig Chicago IL
50	International Broadband Electric Communications Inc v Cobbs Allen & Hall	Agency E&O - Claim Denial/Failure to Procure & Use of Property Sub-Limits	Closed	2015-Opinion			State of Alabama Circuit Court of Cullman County	Defense	Lloyd Gray Whitehead Birmingham AL
49	Owen v Sterling G Johnson Company & Hunter Rankin	Agency E&O - Claim Denial/Failure to Procure	Closed	2015-Report	Deposition August 6 2015		Commonwealth of Kentucky - Hardin Circuit Court	Plaintiff	Skeeters Bennett Radcliff KY
48	Most Valuable Personnel v Clay & Land Insurance	Agency E&O - Failure of Professional Employer Organization (PEO)	Closed	2015-Report	Deposition December 30 2015		U S District Court Northern District of Mississippi	Defense	Hagwood Adelman Tipton Memphis TN
47	Regions v Old Republic Insurance Company v Chattawood Insurance Company	Interpleader Action regarding Reinsurance & Captive Insurance Practices	Closed	2015-Report & Rebuttal Report	Deposition September 22 2015		U S District Court for the Northern District of Alabama	Defense	Massey Stotser Birmingham AL
46	Great American Insurance Company v Huber Erickson & Bowman LLC	Subrogation of Surety Bond Claim Payment	Closed	2015-Report	Deposition October 19 2015		U S District Court District of Utah Central Division	Defense	Plant Christianson & Kanell Salt Lake City UT
45	Scanlon Taylor Millworks v Bottrell & Lloyds	Agency E&O - Claim Denial/Failure to Procure	Closed	2015-Opinion			State of Mississippi - Hinds County Circuit Court	Plaintiff	Adcock & Morrison Jackson MS
44	Hall & Sons v Nelson Insurance Company	Agency E&O - Claim Denial/Failure to Procure Motorcycle Coverage	Closed	2015-Opinion			Commonwealth of Kentucky Circuit Court of Fayette County	Defense	Stoll Keenon Ogden Lexington KY
43	CT Foods v First Mercury Insurance Company	Products Recall Insurance Practices	Closed	2015-Report	Deposition November 10 2015		U S District Court Southern District of New York	Plaintiff	Carroll McNulty Kull New York City NY
42	A G v Interstate Fire & Casualty	Claim Denial Underwriting Practices & Insurance Applications	Closed	2015-Opinion			State of California-Superior Court of Contra Costa	Plaintiff	Cohen Placitella & Roth Philadelphia PA

Trial & Deposition Testimony (including all Case Assignments)									
2014									
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
41	Tri-State v Clay & Land Agency	Agency E&O - Claim Denial/Failure to Procure	Closed	2014-Opinion			State of Tennessee Circuit Court of Shelby County	Defense	Shuttleworth-Williams Memphis TN
40	Vernon Mills v Regions Insurance	Agency E&O - Claim Denial/Failure to Procure	Closed	2014-Opinion			State of Alabama Circuit Court of Lamar County	Plaintiff	Marsh Rikard & Bryan Birmingham AL
39	Safetynet Youth Systems v Guarantee Insurance Company	Agency E&O - Retrospective Rating Plan	Closed	2014-Opinion			State of Alabama Circuit Court for Dallas County	Defense	Starnes Davies Florie Mobile AL
38	American Modern v Barry Kendrick	Agency E&O - Claim Denial/Failure to Procure	Closed	2014-Opinion			U S District Court Eastern District of Kentucky	Defense	Harp Law Frankfort KY
37	Essex v R&O Agency	Agency E&O - Claim Denial/Failure to Procure	Closed	2014-Retained			State of Georgia State Court of DeKalb County	Defense	Cozen O'Connor Atlanta GA
36	Bolt v North Jackson Water Authority	Surety Bond Claim Denial	Closed	2014-Opinion	Deposition July 21 2014		State of Alabama-Circuit Court of Jackson County	Defense	Jack Livingston Scottsboro AL
35	Petznick v Willis	Agency E&O - Claim Denial/Failure to Procure	Closed	2014-Opinion			State of Alabama Circuit Court of Jefferson County	Plaintiff	The Lowe Law Firm Birmingham AL
34	Jewelers Mutual Insurance Company v Mangalam	Dispute as to amount of claim payment	Closed	2014-Report			U S District Court for the Northern District of Georgia	Defense	Warhurst & Buffalo Mobile AL

Trial & Deposition Testimony (including all Case Assignments)									
	2013								
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
33	Martinez v Scottsdale	Failure to Pay Employee Dishonesty Claim	Closed	2014-Report			U S District Court for Northern District of Alabama	Plaintiff	Massey Stotser Birmingham AL
32	Petro v Travelers	D&O Bad Faith Claim - Condo Assoc - Failure to Settle Claims	Closed	2014-Report & Rebuttal	Deposition August 22 2013		U S District Court of Northern Florida	Plaintiff	Crew & Crew Fort Walton Beach FL
31	C& Entertainment v Fidelity & Deposit of Maryland	Surety Bond Claim Denial	Closed	2014-Report & Rebuttal	Deposition October 9 2013		U S District of Northern Mississippi	Plaintiff	Glassman Edwards Memphis TN
30	Nelson v Conner & Gallagher	Agency E&O - Agency Practices & Use of Captive Insurance Company	Closed	2014-Report	Deposition October 9 2014		State of Illinois Circuit Court of DuPage County	Plaintiff	Rock Fusco Connelly Chicago IL
29	Bedford v Tennessee Farmers Mutual	Underwriting Practices & Claim Denial	Closed	2014-Opinion			State of Tennessee-Circuit Court of Shelby County	Plaintiff	Freemon Law Firm Lawrenceburg TN
28	Artistic Rug v Auto-Owners	Agency E&O - Agency Practices	Closed	2014-Opinion	Deposition November 13 2013		State of Alabama Circuit Court of Madison County	Plaintiff	Harrison Gammons Huntsville AL
27	Indemnity v Doodson Insurance Brokerage	Agency Non-Compete Agreement	Closed	2014-Report			U S District Court for the District of Maryland	Plaintiff	Indemnity Insurance Company RRG Sparks MD
26	Pludeman v Northern Leasing Systems	Insurance and Self-Insurance	Closed	2014-Opinion			U S District Court for the Southern District of New York	Defense	Moses Singer New York NY
25	Grandview Palace v Florida Mutual Assurance Trust	Self Insurance & Reinsurance	Closed	2014-Report	Deposition April 25 2014		U S District Court for the Southern District of Florida	Defense	Squires Patton Boggs Miami FL
24	Atlantic Specialty v Kornegay	Bad Faith Claim Denial & Claim Handling Process	Closed	2014-Report & Rebuttal	Deposition June 6 2014		U S District Court for Southern District of Alabama	Plaintiff	Richardson Law Firm Mobile AL
23	Fort Benning Family Communities v American Management Services	Risk Management Administration of a Master Insurance Program	Closed	2014-Report & Rebuttal	Deposition February 13 2014		State of Georgia-Superior Court of Muscogee County	Defense	Greenberg Traurig Chicago IL

Trial & Deposition Testimony (including all Case Assignments)									
	2012								
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
22	Auto-Owners Insurance Company v South Central Agency	Surety Bond Claim Subrogation - Agency ssuing Bond	Closed	2012-Report	Deposition April 24 2012		U S District Court for the Middle District of Alabama	Defense	Martin Weed Birmingham AL
21	Ocean's 11 Bar & Grill v ndemnity nsurance Group RRG	Policy Rescission - Material Misrepresentation on nsurance Application	Closed	2012-Report & Rebuttal	Deposition May 5 2012		U S District Court for the Southern District of Florida	Defense	Silverman Thompson Baltimore MD
20	Manhattan Beachwear v Lloyd's	Bad Faith Claim Denial - Throughput nsurance	Closed	2012-Retained			U S District Court Central District of California	Plaintiff	Dickstein Shapiro Los Angeles CA
19	Beach Bars v ndemnity nsurance Group RRG	Policy Rescission - Material Misrepresentation on nsurance Application	Closed	2012-Report & Rebuttal	Deposition July 9 2012		U S District Court Southern District of Florida	Defense	Silverman Thompson Baltimore MD
18	Doodson Agency v ndemnity nsurance Group RRG	Agency Non-Compete Agreement	Closed	2012-Report			U S District Court District of Maryland	Defense	Silverman Thompson Baltimore MD
17	Bernheim v Hoffman Brown	Failure to Pay Jewelry Floater Claim	Closed	2012-Opinion			U S District Court Central District of California	Plaintiff	The Bernheim Law Firm Beverly Hills CA

Trial & Deposition Testimony (including all Case Assignments)									
2011									
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
16	EMC v Riggs	Claim Denial per Wear & Tear Exclusion - Wind Damage	Closed	2011-Report	Deposition October 18 2011		U S District Court for Northern District of Alabama	Defense	Bear & Liddon Birmingham AL
15	Rosamond v Great American	Bad Faith Failure to Pay Claim on injured Worker due to Previous Conditions Exclusion	Closed	2011-Report	Deposition April 11 2011		U S District Court for the Southern District of Mississippi	Plaintiff	Murphy Williams Jackson MS
14	Blackhurst v Turbeville Agency	Agency E&O - Additional insured Status of Former Property Manager after a fatality at insured location	Closed	2011-Opinion	Deposition April 21 2011		State of South Carolina 5 th Circuit Court Richland County	Defense	Sowell Gray Stepp & Lafitte Columbia SC
13	Commerce & Industry v S&M Brands	Insurance Audit Practices - workers' compensation audit and the changing of class codes & rates	Closed	2011- Report	Deposition April 13 2013	Trial August 26 2015	Commonwealth of Virginia-Circuit Court for County of Lunenburg	Defense	S & M Brands Inc Keysville VA
12	Groce v Scheetz Hogan Freeman & Phillips	Agency E&O - Claim Denial/Failure to Procure Appropriate Property Forms & Valuation	Closed	2011-Opinion	Deposition November 23 2011		State of South Carolina Court of Common Pleas County of Greenville	Plaintiff	Covington Patrick Greenville SC
11	Calvin Anthony v South Carolina State Budget and Control Board Insurance Reserve Fund	Bad Faith due to Claim Denial - Personal Injury	Closed	2011-Opinion			State of South Carolina Court of Common Pleas County of Richland	Defense	Sowell Gray Stepp & Lafitte Columbia SC
10	Barnett v Insurance Unlimited	Agency E&O - Claim Denial/Failure to Procure Flood Insurance	Closed	2011-Opinion	Deposition March 5 2012	Trial April 4 2012	State of Louisiana 38 th Judicial District for the Parish of Cameron	Defense	Filot LLC New Orleans LA
9	[U S Corporate Taxpayer] v IRS Commissioner	Issues surrounding Captive Insurance Company & Reinsurance Practices	Closed	2011-Report			U S Tax Court Washington D C	Defense	Chief Counsel Internal Revenue Service Cincinnati OH

Trial & Deposition Testimony (including all Case Assignments)									
	2010								
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
8	Southern Specialties v Brown & Brown	Agency E&O - Failure to Procure Appropriate Coverage and Business Income Limits	Closed	2010-Report	Deposition February 15 2010	Trial February 3 2011	State of Florida 17th Circuit Court-Broward County	Plaintiff	Fowler Rodriguez Valdes-Fauli Coral Gables FL
7	Mid-State Surety v Pulaski County Board of Education	Surety Bond Claim Denial	Closed	2010-Retained			U S District Court for Middle District of Tennessee	Defense	Smith Cashion & Orr Nashville TN
6	Premier Health v Holderfield Agency	Agency E&O - Failure to Procure Coverage	Closed	2010-Retained			U S District Court for Northern District of Alabama	Plaintiff	Robert Bryan Law LLC Jasper AL
5	AFD Enterprises v Nationwide Insurance	Bad Faith Claim - Refusal to pay fire claim caused by arson	Closed	2010-Report			U S District Court Southern District of Illinois	Defense	Cassidy & Muelle Peoria IL
4	Fidelity National v Boardwalk Condominiums	Agency E&O - Failure to Procure Appropriate Coverage	Closed	2010-Retained			U S District Court of Northern Florida	Defense	Carr Allison Tallahassee FL
3	McCaig v Dolgencorp	Risk Management Practices and Management Incentives	Closed	2010-Opinion	Deposition March 26 2010		State of Alabama Circuit Court for Colbert County	Defense	Ogletree Deakins Nash Birmingham AL

Trial & Deposition Testimony (including all Case Assignments)									
	2009								
#	CASE NAME	ISSUE	STATUS	TYPE WORK	TESTIMONY	TRIAL	COURT	FOR	LAW FIRM
2	Hartford v Spizzirri	Agency E&O & Professional Insurance Underwriting Practices - Lawyer's Professional Liability Claim	Closed	2009-Report	Deposition December 20 2009		U S District Court for the Northern District of Georgia	Defense	Cauthorn Nohr & O'Dell Marietta GA
1	EMCO v Yates & Associates	Agency E&O - Failure to Procure Appropriate Coverage	Closed	2009-Opinion	Deposition September 9 2009		State of Georgia Superior Court of Telfair County	Plaintiff	Chambless Higdon Richardson Macon GA

EXHIBIT B

DOCUMENTS REVIEWED

Exhibit B
List of Documents Considered

1. June 1, 2021 Expert Report of Timothy M. Yessman
2. July 6, 2021 Expert Report of Thomas H. Veitch
3. FM Global Policy # 1051832 issued to Cinemark Holdings, Inc.
4. FM Global Policy # 1066496 issued to Cinemark Holdings, Inc.
5. FM Global Reason Publication Issue 2: 2016
6. Focusing on Resilience, Strategic Risk (May 12)
7. DE 24, Defendant Factory Mutual Insurance Company's Motion For Judgment on the Pleadings in Case No. 4:21-cv-00011-ALM, Filed 3/30/2021
8. DE 46, Order on Defendant's Motion for Judgment on the Pleadings in Case No. 4:21-cv-00011-ALM, Filed 5/05/2021
9. DE 59, Plaintiffs' Third Amended Complaint and Demand for Jury Trial in Case No. 4:21-cv-00011-ALM, Filed 6/03/2021
10. Factory Mutual Insurance Company's and Affiliated FM Insurance Company's Regulatory Filings:
 - a. 2010-09-23 AFM-2010-2 - Policy Comparison for PRO HC 3100 (12.08) vs. PRO HC 3100 (10.09)
 - b. 2011-04-04 FMG 3213 Extended Period of Liability Comparison
 - c. 2011-04-04 FMG3230 Ingres Egress Comparison
 - d. 2011-04-04 FMG3234 Protection and Preservation of Property Comparison
 - e. 2011-04-04 FMG7236 Civil Authority Comparison
 - f. 2011-04-04 FMIC-2011-01 Explanatory Memorandum
 - g. 2011-08-05 FMG7444 Beneficial Microorganisms Endorsement
 - h. 2011-08-05 FMG7446 Communicable Disease Cleanup Removal and Disposal Endorsement
 - i. 2011-08-05 FMG7450 Interruption by Communicable Disease Expense Endorsement
 - j. 2016-01-08 FMG7446 Communicable Disease Response Endorsement Redline
 - k. 2011-08-05 FMIC-2011-13 Explanatory Memorandum

- l. 2015-05-15 AFM-2015-1 PRO CO 4100 Side by Side Comparison
 - m. AFM-2015-1 PRO AR 4100 Side by Side Comparison
 - n. PRO Healthcare Endorsement 4100 (04/15)
 - o. 2015-12-14 FMG3208 Extra Expense
 - p. 2015-12-14 FMG7236 Civil or Military Authority Endorsement
 - q. 2015-12-14 FMG7446 Communicable Disease Response Endorsement Redline
 - r. 2015-12-14 FMG7450 Interruption by Communicable Disease Endorsement Redline
 - s. 2015-12-14 FMIC-2016-1 Explanatory Memorandum
 - t. 2016-01-08 FMG7450 Interruption by Communicable Disease Endorsement Redline
 - u. 2016-10-12 AFM-2016-3 Explanatory Memorandum
 - v. PRO AR 4100 Redline 2016
 - w. 2019-03-18 FMG3208 Extra Expense Redline
 - x. 2019-03-18 FMG7236 Civil Military Authority Redline
11. Affiliated FM Insurance Company Annual Statement for Year Ended December 31, 2019
12. Affiliated FM Insurance Company Quarterly Statement as of June 30, 2020
13. Factory Mutual Insurance Company For the Year Ended December 31, 2019
14. Factory Mutual Insurance Company Quarterly Statement as of March 31, 2020
15. Factory Mutual Insurance Company Quarterly Statement as of June 30, 2020
16. Documents produced by FM Global relating to the procurement of the policy and creation of the talking points: FMGLOBAL_C_00000702; FMGLOBAL_C_00000705; FMGLOBAL_C_00000707; FMGLOBAL_C_00000714; FMGLOBAL_C_00000746; FMGLOBAL_C_00000753; FMGLOBAL_C_00000762; FMGLOBAL_C_00000763; FMGLOBAL_C_00000797; FMGLOBAL_C_00000801; FMGLOBAL_C_00000815; FMGLOBAL_C_00000821; FMGLOBAL_C_00000830; FMGLOBAL_C_00000873; FMGLOBAL_C_00000875; FMGLOBAL_C_00000877; FMGLOBAL_C_00000878; FMGLOBAL_C_00000879; FMGLOBAL_C_00000880; FMGLOBAL_C_00000939; FMGLOBAL_C_00000986; FMGLOBAL_C_00000989; FMGLOBAL_C_00000990; FMGLOBAL_C_00000992; FMGLOBAL_C_00000994; FMGLOBAL_C_00001050; FMGLOBAL_C_00001056; FMGLOBAL_C_00001061; FMGLOBAL_C_00001077; FMGLOBAL_C_00001084; FMGLOBAL_C_00001102; FMGLOBAL_00000001; FMGLOBAL_00000679; FMGLOBAL_00000680; FMGLOBAL_00000691; FMGLOBAL_00000718; FMGLOBAL_00000719; FMGLOBAL_00000889;

FMGLOBAL_00000898; FMGLOBAL_00000924; FMGLOBAL_00000931;
FMGLOBAL_00000937; FMGLOBAL_00000952; FMGLOBAL_00000954;
FMGLOBAL_00000965; FMGLOBAL_00000976; FMGLOBAL_00000987;
FMGLOBAL_00000998; FMGLOBAL_00001009; FMGLOBAL_00001031;
FMGLOBAL_00001043; FMGLOBAL_00001054; FMGLOBAL_00001065;
FMGLOBAL_00001076; FMGLOBAL_00001087; FMGLOBAL_00001098;
FMGLOBAL_00001109; FMGLOBAL_00001120; FMGLOBAL_00001121;
FMGLOBAL_00001122; FMGLOBAL_00001135; FMGLOBAL_00001149;
FMGLOBAL_00001163; FMGLOBAL_00001176; FMGLOBAL_00001180;
FMGLOBAL_00001181; FMGLOBAL_00001183; FMGLOBAL_00001184;
FMGLOBAL_00001195; FMGLOBAL_00001196; FMGLOBAL_00001197;
FMGLOBAL_00001198; FMGLOBAL_00001200; FMGLOBAL_00001201;
FMGLOBAL_A_00000007; FMGLOBAL_A_00000882; FMGLOBAL_A_00000890;
FMGLOBAL_A_00001565; FMGLOBAL_A_00001814; FMGLOBAL_A_00001815;
FMGLOBAL_A_00002354; FMGLOBAL_A_00003938; FMGLOBAL_A_00003941;
FMGLOBAL_A_00004527; FMGLOBAL_A_00004528; FMGLOBAL_A_00004612;
FMGLOBAL_A_00004613; FMGLOBAL_A_00005048; FMGLOBAL_A_00005049;
FMGLOBAL_A_00005214; FMGLOBAL_A_00006195; FMGLOBAL_A_00006197;
FMGLOBAL_A_00006300; FMGLOBAL_A_00006866; FMGLOBAL_A_00009151;
FMGLOBAL_A_00009152; FMGLOBAL_A_00009209; FMGLOBAL_A_00009245;
FMGLOBAL_A_00009282; FMGLOBAL_A_00009407; FMGLOBAL_A_00009408;
FMGLOBAL_A_00009476; FMGLOBAL_A_00009511; FMGLOBAL_A_00009651;
FMGLOBAL_A_00009895; FMGLOBAL_A_00010047; FMGLOBAL_A_00010094;
FMGLOBAL_A_00010369; FMGLOBAL_A_00010420; FMGLOBAL_A_00012248;
FMGLOBAL_A_00012365; FMGLOBAL_A_00012371; FMGLOBAL_A_00012533;
FMGLOBAL_A_00013267; FMGLOBAL_A_00013268